

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU

Professional and Technical Employees

July 1, 2006 – June 30, 2009

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COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF MANSFIELD AND LOCAL 2001, CSEA, SEIU

Preamble

This agreement is entered into this first day of July 2006 by and between the Town of Mansfield, Connecticut (Town) and Local 2001, CSEA, SEIU (Union).

Article I Recognition

Section 1: The Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for only those Town employees who work twenty (20) hours or more per week in the classifications of administrative assistant, administrative services manager, aquatic coordinator, aquatic director, assistants to the assessor, assistant to collector of revenue, assistant town clerk, assistant town engineer, assessor, animal control officer, clerk of the works, clinical social worker, collector of revenue, director of marketing and special events, engineering technician, finance clerk, health and fitness director, health and fitness specialist, library assistant, library associate, member services coordinator, payroll administrator, project engineer, property appraiser, receptionist, recreation coordinator, recreation supervisor, recycling and refuse coordinator, senior services social worker, senior services coordinator, social worker, youth services coordinator, zoning enforcement officer, and including the assistant animal control officer whose hours may fall below twenty (20) per week.

Section 2: As used in this Agreement, these items are defined as follows.

- a. "Full-time position" means a position requiring the observance of normal working hours on a year-round basis.
- b. "Part-time position" means a position involving less than thirty-five (35) but more than twenty (20) working hours, such as a few hours a day or days a week on a regular recurring basis and paid on a proportional basis at one of the weekly rates established for full-time employment. For purposes of this agreement, the assistant animal control officer is included in this definition. All benefits are prorated for part-time employees working less than thirty-five (35) hours per week. Employees must be scheduled to work twenty (20) hours per week or more in order to be eligible to receive benefits.
- c. "Employee" means a full-time, permanent employee who has completed a probationary period, as well as a part-time, permanent employee working less than thirty-five (35) but more than twenty (20) hours per week who has completed a probationary period. For purposes of this agreement, the assistant animal control officer is included in this definition.

d. "Temporary employee" means any employee appointed to a temporary position established for a designated period of time not to exceed three months, or temporarily appointed to fill a regular position.

Article II Union Security

Section 1:

a. The Town agrees to deduct Union membership dues and initiation fees uniformly assessed of its members by the Union from the pay of those employees who voluntarily authorize such deductions in writing. The Town further agrees to deduct from the pay of any employee who voluntarily authorizes in writing such deductions a Political Action Organization Fund deduction up to one dollar (\$1.00) per pay period.

b. As a condition of continued employment, each employee shall either be a Union member to the extent of paying monthly dues to Local 2001, CSEA, Inc. uniformly required of all members, or pay to the Union an agency service fee. The agency service fee shall be that proportion of Union dues which is expended for the purposes of collective bargaining, contract administration and grievance processing.

c. The Union shall establish and maintain such procedures as are required by law for the determination, assessment and administration of agency service fees. The Union shall make information concerning the agency service fee and employee rights concerning the fee available to all employees.

Section 2: The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

Section 3: The deduction of Union fees and dues and political action organization fund deductions for any month shall be made during the applicable month and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The monthly dues remittance to the Union shall be accompanied by a list of names of employees from whom wage dues deductions have been made.

Section 4: No dues or fees will be deducted when an employee has exhausted accumulated sick leave or is collecting workers' compensation or whose earnings are insufficient to cover dues after taking other legally required deductions.

Section 5: The Union shall indemnify and hold the Town harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees and the cost of hearings caused by or arising out of the administration or enforcement of this article.

Article III Union Business

Section 1: A grievance committee comprised of the Union president/steward and two members shall be provided allowed a reasonable amount (one hour per month or less) of paid working time to perform labor-management business, including but not limited to the investigation and presentation of grievances, and communicating with bargaining unit members and with the Union office. Notwithstanding the foregoing, the Union or the steward will be responsible to reimburse the Town for any toll calls made on a Town telephone.

Before engaging in such labor-management business on Town time, the steward will, whenever possible, seek prior approval from management. The Town agrees such approval will not be unreasonably withheld.

Section 2: When grievance, arbitration or labor board hearings take place during normal working hours, a maximum of three (3) employees whose attendance is required by the Union will not lose any pay for attending said hearings. Should the specific circumstances of the situation require more than three employees, the Union shall request and obtain agreement from the Town, which shall not be unreasonably withheld.

Section 3: Each employee will be provided with a copy of this agreement within thirty (30) days after it becomes effective. New hires will be given a copy at the time of hire. The Union president/steward shall be provided thirty (30) minutes of paid working time to meet with the new employee. The Town shall provide the Union president/steward with an updated roster whenever a new employee is hired.

Section 4: Special leave of absence with pay will be granted under the following conditions to authorized Union representatives for attendance at conferences, institutes or seminars sponsored or endorsed by the Union.

- a. Written request for such leave shall be submitted by the Union to the department head at least ten (10) days prior to the first day of such requested leave.
- b. The department head may require that the employee furnish evidence of attendance at a conference, institute or seminar.
- c. No more than an aggregate total of three (3) personal days of leave from scheduled duty shall be granted annually with pay under this section.
- d. The department head may deny a request for paid leave submitted under this section, if, in his/her opinion, the absence from duty of the employee during the period requested leave would be detrimental to the best interests of the department because of operating requirements.

- e. Within three (3) days of the submission of the request for such leave, the department head shall grant or deny the request in writing to the Union.

Section 5. The Town agrees to quarterly meetings scheduled to begin within one hour of the end of the workday. Union members would not be paid for time that extends beyond the end of the workday.

Article IV Management Rights

Section 1: Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain whether exercised or not, all the rights, responsibility and prerogatives of management of the affairs of the Town and direction of the workforce, including, but not limited to, the following.

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town. The Town may enter into contracts or sub-contracts to perform bargaining unit work when it is in the Town's best interests to do so.
- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them and to the Union.
- g. To create job descriptions and specifications and revise existing job descriptions and specifications.
- h. To ensure that related duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees.

Section 2: The above rights, responsibilities and prerogatives are inherent in the Town of Mansfield and by virtue of statutory and charter provisions are not subject to delegation in whole or in part.

Article V Vacancies

Section 1: The Town encourages employees to develop skills, attain greater knowledge of their work and make known their qualifications for promotion to more responsible and difficult positions within the bargaining unit. When the Town Manager determines that an insufficient number of well-qualified employees is available from within the classified service, outside applicants may be considered in order to provide an adequate number of candidates for consideration. When the qualifications of two candidates are equal in the judgment of the Town Manager, the applicant with the most seniority will be awarded the position. No more than three well-qualified employees shall be required in order for the position to be filled from within the classified service.

Section 2: When the Town determines a vacancy is to be filled, the Town agrees to post a notice of the vacant position on a bulletin board in the Town office building, the Senior Center and the Library, which has been designated as the Union bulletin board for the purpose of displaying job announcements, training opportunities and other Union materials. The notice shall be posted for a period of not less than five (5) working days.

Article VI Probationary Period

Section 1: Every person appointed to a regular position or promoted to a higher or new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the department head or Town Manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for not less than six (6) months or more than twelve (12) months. Any leave or period of worker's compensation in excess of four (4) working days shall be excluded from the time counted as probationary period.

Section 2: If after a minimum of six months has been completed, and the supervisor, department head or Town Manager determines that the employee's performance is satisfactory, the probationary period may be determined to be ended. Such action shall be in writing to the employee with a copy to the Town Manager. Written notification must be given to the Town Manager prior to the completion of twelve (12) months' service, as stated in Section 1 above.

Section 3: At any time during the probationary period, the department head or Town Manager, in his/her sole discretion, may terminate an employee if the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that the individual's work habits and dependability do not merit continuance in the position. Such action shall be in writing to the employee with a copy to the Town Manager. Successful completion must be documented within twelve (12) months or the employee must be terminated.

An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the class occupied by the employee immediately prior to promotion if such a position is available. If such position is not available, the individual will be offered an appointment to a similar position for which s/he is qualified if there is a vacancy in such a position. If neither a position in the same class nor a similar position is available, the employee may displace the least senior employee in the class occupied immediately prior to promotion, provided the displaced employee is less senior than s/he. If none of these options results in the individual obtaining a position, s/he shall be placed on a reappointment list.

If an employee who fails a promotional probation claims that the decision of the department head was arbitrary, capricious or discriminatory, said employee may process a grievance at Step Three of the grievance procedure but not beyond Step Three.

Section 4: Probationary employees shall accrue the same benefits as regular employees with the following exceptions:

- a. Vacation days earned during the first six (6) months of employment cannot be utilized until six (6) months of employment have been completed.
- b. New hires cannot utilize personal days until probation has been completed. This subsection shall not apply to existing Town employees that are completing a probationary period as part of a new appointment.
- c. Promotional opportunities shall not be available to probationary employees.
- d. Insurance shall take effect after an initial waiting period as determined by the Town's insurance carriers.

Article VII Seniority and Layoff

Section 1: Seniority shall be defined as an employee's length of continuous full-time service with the Town from the first day of work since his/her most recent date of hire. At the time of initial hire, probationary employees shall have no seniority during the

period of his/her probation, but at the expiration of such period, they shall immediately accrue seniority from their date of hire.

Section 2: The term layoff means involuntary separation from employment because of lack of work or funds, elimination of the position or other legitimate reason. The term layoff shall not include demotion or cases where an employee is promoted but does not successfully complete the probationary period for the new classification.

Section 3: The Town, in its discretion, shall determine whether layoffs are necessary.

a. Order of Layoff. When a position must be discontinued or abolished because of a change in duties, reorganization, lack of work or lack of funds, if it is determined that layoffs are necessary, employees will be laid off in the following order within classification: temporary and seasonal employees; probationary employees.

b. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

Section 4: A permanent employee with a satisfactory employment record who is laid off from employment in the Town shall be placed on an appropriate re-employment list for the classification that s/he held at the time of lay-off. The name of any employee on the re-employment list shall remain on such list for a period of eighteen (18) months provided that such employee does not refuse a reappointment to a comparable regular/non-temporary position and provided such employee does not request removal of his/her name from the re-employment list. For the purpose of this section, failure to respond to a written offer of recall within seven (7) days of the date on which it is issued by the Town Manager shall constitute a refusal of reappointment.

When an employee is to be recalled in a classification, the first to be offered recall shall be the employee in that classification who has the greatest seniority.

Section 5: Seniority shall be broken only by the following:

- a. discharge for cause;
- b. retirement;
- c. resignation;
- d. failure to report for duty within ten (10) working days after notification of recall (unless waived in accordance with preceding section);
- e. layoff of more than eighteen (18) months.

Seniority accumulation shall be suspended, but not broken, during layoff or approved leave of absence without pay for a period of more than five (5) working days.

Section 6: The Town shall give notice in writing to the Union and any employee selected for layoff no later than fourteen (14) calendar days prior to the layoff. A list will be given to the Union indicating the names of employees to be laid off and their seniority status in relation to the remaining employees.

Section 7: The Town will provide the Union annually with a seniority list containing names, addresses, classifications, pay scales and dates of hire for all employees in the bargaining unit.

Article VIII Job Specifications

Section 1: Each employee shall be provided with a copy of his/her current job specification upon request. It is understood that an employee's work assignments may include responsibilities or duties that are not listed as a part of the job specification, but which are related duties and responsibilities that could normally or reasonably be expected to be required in accordance with the overall Job specification.

Section 2: Working out of Class

If, after a period of sixty (60) days, an employee reasonably believes that s/he is being required to perform a majority of the duties of a higher classification, (e.g. a library assistant performing the duties of a library associate) the following procedure shall apply.

a. The employee may file a grievance at Step Two of the grievance procedure. The grievance shall state the duties at issue and the title of the higher classification. If the Town Manager agrees that the employee has been performing the majority of the duties of a higher classification for a period in excess of sixty (60) days, the Town Manager may order removal of the duties or may order reclassification of the employee to the higher classification on a temporary or ongoing basis effective retroactive to the date of the filing of the grievance.

b. If the Town Manager denies the grievance on the grounds that the employee is not performing a majority of the duties of a higher classification, the Union may seek arbitration of the grievance in accordance with the arbitration provisions of Article XXI. However, in any such arbitration, the arbitrators shall be limited to making a determination of whether the employee is performing a majority of the duties of a higher classification to such an extent as to warrant a remedy. The remedy for such a finding shall be as follows.

(1) The employee will receive back pay for the period of time that s/he was performing such duties, but not prior to the date of the filing of the grievance.

(2) If the duties at issue are still being performed as of the date of the arbitration award, the Town shall have the option to remove the duties or to reclassify the employee on a temporary or ongoing basis.

Section 3: Change in Existing Positions

If the Town changes the duties of an existing position/title, and the Union or the Town believes that such changes are so substantial as to merit a change in the pay range for that position/title, the following procedure shall apply.

- a. The Town Manager and/or his/her designee(s) shall meet with the Union to discuss any questions or concerns regarding the changed job and to negotiate the pay level.
- b. In the event that the Town and Union disagree on the pay range to be assigned to the changed job, the dispute shall be submitted to interest arbitration in accordance with *Connecticut General Statutes* § 7-473c.
- c. A change in an existing position pursuant to this section shall not be subject to the posting requirements of this contract.
- d. Pending the outcome of interest arbitration, the Town may pay the employee at the lower of the pay ranges proposed by the Town. Any award, however, shall be retroactive to the arbitrator's finding of the date of the change in the existing position.

Every effort will be made by both parties to expedite the discussions, negotiations and/or interest arbitration with respect to this section.

Section 4: Reclassification

When Sections 2 and 3 of this article do not apply, an employee may make a written request for a review of the classification of his/her position at any time, provided no such review had been made in the previous twelve months. The reclassification request shall be handled according to the following procedure.

- a. The request shall be made through the department head with a copy to the Union President. The department head shall forward the request to the Town Manager.
- b. Upon completing his/her investigation, the Town Manager may reclassify the position effective on the date of his/her decision or may order removal of the duties. A reclassified position, including a change in title, shall not be subject to the posting requirements of this contract.
- c. If the employee's request and information from the department disclose that the employee is performing such duties as to require the creation of a new job classification, the Town Manager may develop a job description and assign a pay range for the new position or may order removal of the duties. The pay range for the new job classification shall be negotiated with the Union.

For purposes of this section, the decision of the Town Manager and the Union shall be

final and shall not be subject to review under the grievance and arbitration provisions of this Agreement.

Section 5: Creation of New Positions

The following procedure shall apply whenever, during the terms of this Agreement, the Town establishes a new position that the Town views as appropriately placed within the bargaining unit represented by the Union. This procedure shall not apply to new job classifications that result from a reclassification request conducted pursuant to Section 4 of this article.

- a. A copy of the job description and a proposed pay range shall be submitted to the Union.
- b. Upon request, the Town Manager and his/her designees shall meet with the Union to discuss any questions or concerns concerning the new position and to negotiate the pay level. The Town must receive such request within two weeks of its transmittal of the job description and proposed pay range to the Union.
- c. In the event that the Town and the Union disagree on the pay range to be assigned to the new position, the dispute shall be submitted to interest arbitration in accordance with *Connecticut General Statutes* § 7-473c.
- d. Pending the outcome of interest arbitration, the Town may fill a position in a new job title at the lower of the pay ranges proposed by the Town. Any award, however, shall be retroactive to the filling of the position.

**Article IX
Wages and Hours**

Section 1: The normal workday for full-time regular employees shall be:

- a. A total of thirty-five (35) hour work week for Town hall employees:

Monday-Wednesday	8:15 a.m.	to	4:30 p.m.	(one hour unpaid lunch)
Thursday	8:15 a.m.	to	6:30 p.m.	(one hour unpaid lunch)
Friday	8:00 a.m.	to	12:00 p.m.	

- b. Thirty Five (35) hour workweek employees not working at Town Hall, with the schedule to be prepared by the department head. Split shifts are permissible only upon mutual consent of the employee and his/her department head.
- c. Where service to the public is required on a basis other than the above (seasonal, 24-hour, varied), work schedules shall be prepared by the relevant department head with the approval of the Town Manager.

Section 3: Hours for part time employees must be regularly scheduled or may be set on an as needed basis. If adjustments are required as determined by management, at least five working days notice will be provided unless circumstances are such that twenty-four hour notice can only be given. Part-time employees currently working a fixed schedule would continue to do so.

Section 4: The Town Manager may authorize the inclusion of a ten-minute rest period during each half of the daily schedule as time actually worked. The department head will schedule specific times for rest periods and may combine both into one twenty-minute period. On Thursdays, the Town Manager may authorize the inclusion of an additional ten-minute break. On Fridays, the Town Manager may authorize the inclusion of one ten-minute rest period.

Section 5: Longevity pay is provided in the pay plan to give financial recognition for long and faithful full-time service to the Town.

a. Annual longevity payments shall be based on the following schedule, effective July 1, 2006.

	Annual Payment
6 years but less than 10	\$525
10 years but less than 15	\$600
15 years but less than 20	\$700
20 years or more	\$850

b. Longevity pay shall be earned on the Sunday following the employee's anniversary hiring date during the fiscal year and will be paid in the second payroll of November of that fiscal year.

c. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Prior years of full-time service which have been interrupted for just and reasonable cause may be added to years of continuous full-time service by the Town Manager. Only full-time, permanent employees are eligible for longevity pay.

Section 6: An employee may receive an increase in salary annually for meritorious service consistent with the approved pay plan. Increments are not to be considered automatic or based on length of service alone. Such increase shall be given upon the recommendation of the employee's department head.

Section 7: The entrance pay rate of a class shall normally be offered for recruitment purposes and shall normally be paid upon appointment to the class. The Town Manager may approve initial compensation at a rate higher than the minimum in the pay range for the class when the needs of the service make such action necessary, provided that:

- a. The qualifications of the applicant are outstanding in relation to those of competing applicants; the qualifications of the applicant are substantially in excess of the requirements of the class; and the applicant cannot be hired at the minimum rate; and/or,
- b. There is a shortage of qualified applicants available at the minimum rate of the range.
- c. The new employee will not be paid at a rate higher than that paid to incumbent employees in the same job classification with comparable experience.

Section 8: When a regular employee is transferred or reclassified from a position in one class to a position in another class at the same grade, s/he shall continue to be paid at the same rate.

Section 9: When a regular employee is demoted to a lower grade, the salary shall be set at:

- a. If the action is not for cause, the same rate as the employee earned prior to the demotion provided said rate is within the range of the lower grade and the employee may move only to the next higher step at the time of his/her next annual increment; and if the employee's rate prior to demotion is above the range of the lower grade, the new rate shall be the maximum of the lower range.
- b. If the action is for cause, the appropriate rate in the lower grade that is at least two steps less than the employee's existing salary as determined by the Town Manager.

Section 10: When an employee is promoted to a class that is one (1) grade higher than his/her current class, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately five (5) percent over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the class does not allow for a five (5) percent increase, the increase shall be the highest rate available in the pay rate for that class.

When an employee is promoted to a class that is more than one (1) grade higher than his/her current class, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately ten (10) percent over the rate received prior to promotion, provided the new range will permit such an increase. If the pay

range for the class does not allow for a ten (10) percent increase, the increase shall be the highest rate available in the pay rate for that class.

Section 11: Upon satisfactory completion of probation following initial appointment or promotion, the salary of a regular employee may be advanced a half step.

Section 12: At the completion of the first 52 weeks of service, the employee may be advanced, upon recommendation of the department head and approval of the Town Manager, to the next higher rate above the hiring rate in the appropriate salary range provided performance has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head concerned and approval of the Town Manager as follows:

- a. An employee whose performance is considered to be satisfactory may receive one step each 52 weeks until the base maximum is reached.
- b. An employee whose performance is considered to be outstanding may receive one additional step each 52 weeks until the base maximum is reached. No employee shall be granted more than two step increases in any one year.

Section 13: The salaries for positions covered by this Agreement are as set forth in Appendix B, which is attached hereto and made a part hereof.

Salaries for year one, effective 7-1-06, will contain a 3.25% increase over the previous year. Salaries for year two, effective 7-1-07, will contain a 3.5% increase over the previous year. Salaries for year three, effective 7-1-08, will contain a 3.5% increase over the previous year.

Article X Overtime

Section 1: From time to time, the Town Manager may prescribe periods of overtime work to meet operational needs. Complete records of overtime of non-exempt employees shall be maintained by the Town Manager. Overtime shall be compensated only when properly authorized as prescribed by the Department Head. The Town Manager shall maintain a list of overtime designations for all positions within the bargaining unit and include the list under Appendix A of this agreement.

Section 2: Because exempt personnel have an obligation that goes beyond fixed work schedules, these employees shall not be paid for overtime work except under exceptional circumstances and with prior written approval of the Department Head.

- a. Exempt personnel will accrue compensatory time after working forty (40) hours in any one week. All paid leave shall be considered workdays for the purpose of earning compensatory time.

b. Except for employees assigned to the Community Center, exempt employees will accrue compensatory time at the rate of time and a half for each hour worked on a Sunday, holiday or vacation. Exempt employees assigned to the Community Center shall earn compensatory time at the rate of time and a half for each hour worked on the 7th consecutive day of work.

c. The compensatory time earned by an exempt employee can be taken with the approval of his/her supervisor and must be used or lost by the employee within two quarters following the quarter in which the time was earned.

Section 3: When a full-time non-exempt employee is required to work in excess of the normal workweek, s/he will receive payment as follows:

a. Regular hourly rate up to forty (40) hours per week, and one and one-half times the regular hourly rate for all hours worked over forty (40) hours per week.

b. One and one-half the regular rate for all work on Sundays, except for employees assigned to the Library and the Community Center. Employees assigned to the Library and the Community Center shall be paid one and one-half the regular rate for all work on the 7th consecutive day of work.

c. All paid leave shall be considered workdays for the purpose of computing overtime.

d. When a full-time employee in a non-exempt position is officially ordered to report back to work for emergency service or to attend a Town meeting after departing from his/her regularly scheduled shift, the employee shall be compensated for all hours worked at the rates set forth in Article IX or two hours pay at his/her regular rate, whichever is greater.

Section 4: A regular non-exempt full-time employee may request compensatory leave at the appropriate overtime rate in lieu of payment. Compensatory leave shall be scheduled at a time mutually agreeable to the employee and the department head and may accumulate within the fiscal year up to a maximum of thirty-five (35) hours, but shall not be carried into the next fiscal year. Compensatory time earned and not taken within the fiscal year shall be paid at the rate in which it was earned in the last pay period of the fiscal year.

Article XI Holidays

Section 1: The following holidays shall be observed as days off with regular straight time pay.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
A Floating Holiday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Section 2: In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on both the scheduled workdays immediately preceding and following the holiday.

Section 3: Except for employees assigned to the Community Center, all work performed by bargaining unit employees on the above-enumerated holidays shall be paid for at a time and one-half rate of pay or compensatory time. Exempt employees shall be eligible for compensatory time only. Such pay or compensatory time shall be in addition to the holiday pay to which those employees are entitled. In lieu of this provision, Community Center staff whose regularly scheduled workdays include holidays will receive their regular pay for working on the holiday and a day off scheduled by mutual agreement of the employee and the employee's supervisor in lieu of the holiday.

Section 4: Regular part-time employees whose normal work week is 20 hours or more shall receive holiday pay in proportion to their normal work week.

Article XII Sick Leave

Section 1: Subject to the provisions of this Article, an employee will be allowed to use accrued sick leave for the following reasons:

- a. Personal illness, physical incapacity or non-compensable bodily injury or disease.
- b. Enforced quarantine in accordance with public health regulations.
- c. To meet medical or dental appointments when an employee has made reasonable effort to secure appointments outside his/her normal working hours, provided the department head is notified at least one (1) day in advance of the day on which the absence occurs.

d. Illness or physical incapacity in the employee's immediate family (defined as parent, child, spouse or party to a valid civil union pursuant to P.A. 05-10 domiciled with the employee) requiring his/her personal attention and resulting from causes beyond his/her control not to exceed three days in each fiscal year.

Section 2: Regular employees whose normal work week is thirty-five (35) hours or more shall be eligible for sick leave with pay during and after his/her probationary period at a rate of 8.75 hours per month, not to exceed a maximum accrual of 210 hours.

Regular part-time employees whose normal workweek is twenty (20) hours or more shall accrue sick leave on a pro-rata basis, according to the hours worked during their normal workweek. Part-time employees who are scheduled to work less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave may be utilized in no less than one-hour increments.

Section 3: A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.

Section 4: On the first day of absence from work due to illness, the employee's supervisor must be notified no later than one (1) hour after the beginning of the scheduled work assignment. In cases where a relief employee is required such report must be made at least one (1) hour prior to the beginning of the scheduled work assignment. If an employee is absent for more than one (1) day, the employee shall notify the supervisor of his/her expected date of return. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

Section 5: The Town shall establish a Retirement Health Savings (RHS) Account for each employee hired prior to July 1, 2006 with a sick leave balance in excess of 105 hours at the time of the establishment of the Account. Each RHS Account shall be funded according to the following formula: 1) the Town shall first reserve a sick leave balance of 105 hours to be used as payment of wages for time lost due to personal illness or injury for one of the reasons set forth in Article XII, Section 1 above; 2) for the sick leaving balance remaining, the Town shall deposit in the employee's RHS Account an amount equivalent to one-half (1/2) of the employee's remaining sick leave balance not to exceed a total of 560 hours.

a. In lieu of a RHS account, each employee with a sick leave balance in excess of 105 hours shall be eligible for six months following the execution of this Agreement to elect to receive payment for a portion of his/her sick leave balance, payable according to the following formula: 1) the Town shall first reserve a sick leave balance of 105 hours to be used as payment of wages for time lost due to personal illness or injury for one of the reasons set forth in 12.1 above; 2) for the sick leave balances remaining, the Town shall pay the employee the amount equivalent to one-half (1/2) of the employee's remaining sick leave balance, not to exceed a total of 560 hours. No employee shall be able to exercise this option after this Agreement has been in effect for six months, and the Town shall establish an RHS Account according to the terms of this Article for any employee who has not elected within six months following the execution of the Agreement to receive either an RHS Account or payment in the form of cash.

b. Until such time as the Town receives guidance from its labor or legal counsel that voluntary employee contributions to the RHS Plan are permissible, employees will not have the option to make voluntary contributions to the RHS Plan. If the Town subsequently determines that such voluntary employee contributions to the RHS plan are permissible, all employees will have the option to establish a RHS Account and to make voluntary contributions to the RHS Plan on an ongoing basis, to the extent allowed by law and the Plan guidelines.

c. Each employee who retires from Town service on or before December 31, 2006, will have the option of: 1) receiving a cash payment equivalent to one-half (1/2) of his/her accrued sick leave balance, not to exceed a total of 560 hours; or 2) contributing an amount equivalent to one-half (1/2) of his/her sick leave balance, not to exceed a total of 560 hours, towards an RHS Account to be established by the Town on behalf of the employee.

d. Each employee who at the time of this agreement believes that he/she has a pre-existing condition that would prevent him or her from qualifying for coverage under the short or long term disability insurance policy shall have the option of reserving for a 12-month period the sick leave balance he/she had accrued prior to the execution of this agreement. This 12-month period shall run from January 1, 2007 through December 31, 2007, the expiration of which time period the pre-existing condition provisions of the disability insurance policies will no longer apply. During this 12-month period, the employee shall not accrue any additional sick leave but may utilize the previously accrued leave if necessary. On January 1, 2008, the employee will have the options of converting his/her sick leave balance to a RHS account or cash in conformance with the terms of this article. Said account or cash payment shall be based upon the hourly wage in effect on July 1, 2006. Any employee wishing to avail him or herself of this provision must notify the Town Manager in writing by December 31, 2006. The Town Manager shall treat any such request as confidential information.

Section 6: In addition to sick leave each employee shall be covered by the Town's short-term and long-term disability benefit programs. The key features of these programs are as follows:

Short-Term Disability:

- Coverage for non-occupational illness or injury
- Elimination period – 13th day of accident or illness
- Benefit following the elimination period – 66-2/3 percent of weekly base pay to a maximum of \$1,500 per week. The Town shall supplement the insurance payments to ensure that the employee receives one-hundred (100%) of full net pay.
- Short-term absences covered for up to 11 weeks prior to commencement of long-term benefits
- Multiple periods of disability during any eleven-week period covered only if the separate occurrences are at least 14 days apart

Long-Term Disability:

- Coverage for non-occupational illness or injury of the employee, other than child care, with a pre-existing condition exclusion for conditions incurred within three months of the plan's inception, with the three-month pre-existing condition exclusion waived after the employee has been insured for at least 12 months
- Elimination period – 90th day of accident or illness
- Benefit following the elimination period – 66-2/3 percent of weekly base pay to a maximum of \$7,500 per month.
- Long-term absences covered for up to two years if the employee is unable to perform the essential functions of his/her own occupation; thereafter if the employee cannot engage in any meaningful occupation. Mental disabilities covered for a maximum of 24 months.
- Multiple periods of disability covered only if the separate occurrences are at least six months apart
- Benefits are offset by Social Security benefits

Article XIII Other Leaves of Absence

Section 1: For all leave other than holiday, sick, injury and bereavement leave, a written request on forms prescribed by the Town Manager indicating the kind of leave, duration, and dates of departure and return must be approved by the Town Manager or designee prior to the taking of leave. In the case of sick, injury or bereavement leave, the forms shall be completed and submitted for approval immediately upon the

employee's return to duty. Unless an absence is substantiated by an approved leave form, an employee shall not be paid for any absence from scheduled work hours.

Section 2: All employees covered by this agreement who have completed their probationary period may request, and department heads may grant, up to a maximum of three (3) personal leave days per year with pay. Personal leave time will not be carried over from fiscal year to fiscal year and may not be taken in less than one-hour intervals of their normal working day. Personal leave may be used for:

- a. Personal business which cannot be conducted outside normal working hours.
- b. Other good and sufficient personal reasons.

Section 3: In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) days paid leave. Part-time employees' days will be based on their actual hours worked. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional day off with pay. All days must be taken within one week of the funeral. Immediate family includes only spouse, party to a valid civil union pursuant to P.A. 05-10, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, great grandparents, a person for whom the employee or the employee's spouse is the legal guardian, and any other relative domiciled in the employee's household.

Section 4: The Town Manager may grant a regular full-time employee leave of absence without pay for travel or study for a period not to exceed one (1) year. Such leave shall be granted only after consideration of the service record of the employee and when it will not result in undue harm to the Town's interests. No leave without pay shall be granted except upon written request of the employee and a signed statement by the employee promising to serve the Town for a minimum of one (1) year after return from such leave. Part-time employees are not eligible for leave under this section.

Section 5: Court Appearance or Administrative Hearing: A regular employee subpoenaed or directed by proper authority to appear as a witness for a federal, state, county or municipal government, in a matter not related to official duty (such as providing expert testimony), shall be granted leave with full pay for the period he/she is to appear. No leave shall be required for any appearance in connection with official duty. Regular part-time employees whose normal work week is 20 hours or more shall receive pay pursuant to this section in proportion to their normal work week.

An employee who is a principal in, or is subpoenaed in connection with private litigation whether or not subpoenaed, must use vacation, personal leave or leave without pay in order to appear in court.

Article XIV
Family and Medical Leave

Section 1: An employee shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993. An employee shall be required to use all paid leave concurrently with unpaid FMLA leave, with the exception of five (5) vacation days. Requests for and inquiries concerning family and medical leave shall be submitted to the Town Manager's office.

New Article XV
Separation Leave

Section 1: An employee who retires under a normal or disability retirement according to the provisions of the Connecticut Municipal Employees Retirement System may utilize his/her vacation accrued at the time of retirement, subject to the maximum time allowed, as separation leave. While on separation leave, the employee will not continue to accrue any form of paid leave, but will retain his/her health insurance benefits as he/she would as an active employee.

Article XVI
Vacations

Section 1: Regular employees whose normal work week is 35 hours or more and who have completed six months employment are eligible for vacation leave as follows.

<u>Length of Continuous Service</u>	<u>Annual Earned Vacation Leave</u>
Six months	5 days (35 hours) (5.84 hrs/month)
1 year up to, but not including, 5 years	10 days (70 hours) (5.84 hrs/month)
5 years up to, but not including, 10 years	15 days (105 hours) (8.75 hrs/month)
10 years and over	20 days (140 hours) (11.67 hrs/month)
25 years and over	25 days (175 hours) (14.59 hrs/month)

Vacation leave shall be accrued on a monthly pro-rata basis, based on the annual earned vacation leave.

Vacation leave earned in any month of service may be used in any subsequent month.

- a. Regular part-time employees whose normal work week is twenty (20) hours or more shall receive vacation leave in proportion to their normal work week.
- b. To apply for vacation leave, employees shall submit a Request For Leave form to their department head. Vacations shall be scheduled by each department head in accordance with departmental requirements giving preference to employee choice according to seniority.

- c. In order to assure the orderly performance and continuity of those municipal services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such leave as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want them, employees should make their requests as far in advance as possible.
- d. A regular employee may accumulate from year to year a maximum of ten (10) earned vacation days (70 hours) in addition to his/her yearly earned vacation leave, up to a maximum of thirty (30) days (210 hours). Upon termination, the employee will be paid for no more than the maximum vacation time allowed. The maximum number of days must be at the prescribed limit on November first of each year.
- e. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.
- f. An employee who is transferred between departments shall retain all accrued vacation credit.
- g. An employee may take vacation leave beyond the amount earned only in the most unusual cases. Requests for advanced vacation must be submitted by the department head to the Town Manager in writing, and no advanced vacation shall be approved without a written agreement signed by the employee ensuring reimbursement to the Town if termination occurs before earning the vacation credit taken.
- h. Observed holidays established by this agreement shall not be considered in the computation of vacation credit or as part of vacation leave.
- i. An employee may take earned vacation leave during the year with proper authorization except that no employee may take vacation leave of less than one (1) hour. No additional salary shall be paid an employee in lieu of vacation except in the most unusual cases and with the approval of the Town Manager.
- j. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his/her department head.

Article XVII Insurance Program

Section 1. On behalf of the employees and their dependents, the Town will maintain group membership in the Anthem Blue Cross medical and National Insurance Services life insurance programs or their equivalents as set forth below.

a. Health Insurance. The Town will maintain group membership in the Anthem Century Preferred and the Bluecare POS Plans, as well as the Health Savings Account Comprehensive PPO Plan. The details of the insurance plans are summarized in Appendix E of this Agreement. Subject to any plan restrictions, the employee may choose to participate in any of the three options.

b. In addition thereto, the Town shall provide for the employee only the following double indemnity insurance: a term life insurance policy in an amount equal to one and one-half (1-1/2) times the employee's base salary on July 1, to include benefits for accidental death or dismemberment amounting to an additional one and one-half (1-1/2) times the employee's base salary. The paid insurance amount will be recalculated each July 1.

c. Dental Insurance. Employees and their dependents may enroll in the dental coverage offered through the Town. Employees will be responsible for the full cost of these benefits and shall elect to pay for this coverage through payroll deduction. Upon enrollment, employees and their dependents must remain on the plan for no less than two (2) years from the date of enrollment.

Section 2: The Town shall provide the following insurance for retiring employees with the full cost to be borne by the employee: \$10,000 term life insurance and choice of the Anthem Blue Cross Century Preferred, Bluecare or Health Savings Account Comprehensive PPO Plan, or its substantial equivalent until age 65 or until eligible for Medicare, and Anthem Medicare Supplement Plan F or its substantial equivalent for those age 65 and older or eligible for Medicare/Medicaid.

a. Upon execution of this agreement, the Town agrees to pay \$180 per month toward the cost of these insurances for each employee who retires after July 1, 2006 (1) upon completing twenty-five (25) years of aggregate service; or (2) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; or (3) upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS).

b. Upon execution of this agreement, the Town agrees to pay \$195 per month toward the cost of these insurances for each employee who retires after July 1, 2007 (1) upon completing twenty-five (25) years of aggregate service; or (2) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; or (3) upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS).

c. Upon execution of this agreement, the Town agrees to pay \$210 per month toward the cost of these insurances for each employee who retires after July 1, 2008 (1) upon completing twenty-five (25) years of aggregate service; or (2) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of

continuous service or fifteen (15) years of aggregate service; or (3) upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS).

Section 3: The Town may elect to change carriers for any of the benefits specified in this Article, provided the coverage is at least equivalent to the coverage in effect immediately prior to the change, and provided the cost to employees and their dependents is not greater than it would be if no such change had been made. The Town may also elect to implement a program of cost containment procedures (such as admission planning services, second surgical opinions, hospital bill audits, etc.) provided the cost to employees and their dependents who follow such procedures is not greater than it would be if no such procedure had been implemented.

Section 4: The Town and the employees agree to share the cost of insurance premiums for the coverages enumerated in Section 1, except for 1.b.

The employees are responsible for the percentage amounts listed below on a yearly basis with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Bluecare	6.0%	8.0%	10.0%
Century Preferred PPO	12.0%	13.0%	14.0%
HSA Comp PPO	3% of premium and 50% of deductible	5% of premium and 50% of deductible	7% of premium and 50% of deductible

For purposes of medical insurance, regular part-time employees whose normal workweek is 20 hours or more shall pay a percentage of the premium that is proportional to their normal work week. (For example, an employee working seventy-five (75) percent of a normal week would be responsible for twenty-five (25) percent of the premium.)

Section 5: Payment in Lieu of Health Benefits

This program is designed for those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another source. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health benefits only and do not include dental insurance benefits.

a. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" and provide documentation of coverage from their spouse or another source. Employees can enroll in the program in June of each year. New employees

can enroll at the time of employment or may enroll during the June following the date of employment.

b. The annual payments in lieu of coverage are as follows:

Individual	\$1,200
Two-person	\$2,400
Family	\$3,000

c. Payments will be made in two installments during the fiscal year, in January and in July. If an employee terminates or joins the program at any time following the June enrollment period for that fiscal year, the payments will be prorated on a monthly basis.

d. Payments are considered taxable in accordance with the IRS Code.

e. Employees may re-enroll in the Town Group Health Insurance Plan under the following circumstances:

(1) The coverage that the employee had through another plan is terminated. (Copy of plan documents required.)

(2) The employee and/or his/her dependents become ineligible for coverage under the other plan.

(3) The employee acquires a new dependent through marriage, birth or adoption, and the dependent is not covered by the other plan.

(4) The coverage that is provided by the other plan is substantially reduced or the cost of that plan becomes prohibitive.

(5) The employee has not been enrolled in the Town's Health Insurance Plan for the past two years from his/her date of cancellation and now wishes to renew coverage.

(6) The employee is eligible to retire under Town's pension plan and qualifies for the group health benefit. The employee must re-enroll one year prior to retirement.

Employees re-enrolling may only enroll in the Town's Health Insurance Program. Employees must provide required documentation and notify the Town in writing that they are requesting reinstatement. Provided that all information is received, the Town will enroll the employee in the Group Health Insurance Plan effective the first of the month preceding the notification.

f. Employees retiring after July 1, 2006 may also participate in the payment in lieu of health benefits program for a benefit of \$1,740 per year. The requirements of sections 16.5(A), 16.5(C), 16.5(E)(1) – 16.5(E)(5) and 16.5(F) shall apply to this subsection.

Article XVIII
Flexible Benefit Plan

Section 1: Effective July 1, 1991, or as soon thereafter as the plan can be implemented, bargaining unit members will be allowed to participate in the Town's Flexible Benefits Plan. The Plan design is totally the responsibility of the Town and this article cannot be grieved.

Article XIX
Pensions

Section 1: All members of the bargaining unit who are eligible shall be covered by the Connecticut Municipal Employees Retirement Fund (CMERF), Fund B, under its terms and conditions. This article shall not be subject to the grievance arbitration provisions of the contract. The only exception shall be the Town's failure to meet its obligation to enroll a bargaining unit member who otherwise is eligible to be covered by MERF.

Article XX
Education Assistance

Section 1: Regular full-time employees who wish to pursue formal courses of study on their own time outside of normal working hours, which, in the opinion of the Town Manager, will contribute to their ability and skill to perform as an employee of the Town may apply to the Town Manager in writing for financial assistance.

Section 2: Approved educational and training programs will be reimbursed at 90% of cost to a maximum of \$750 per employee per year. The Town Manager may waive this maximum when there are uncommitted funds left after approved applications have been reimbursed.

Section 3: Reimbursable costs include tuition, required course fees, workbooks and text books. Costs not eligible for reimbursement include admission application, registration, service fees, special or activity fees, transportation, meals, supplies and other related items.

Section 4: Reimbursement will be paid the employee when proof of a grade of "C" (2.0 quality point average) or better in the course is provided, proof of payment is provided, and the applicant is still a full-time regular employee of the Town at the time the request for reimbursement is submitted.

Article XXI
Clothing

Section 1: The Town shall provide an initial issue of shirts to employees who regularly work at the Mansfield Community Center, and shall replace shirts as necessary.

Article XXII
Disciplinary Procedure

Section 1: No employee covered by this agreement shall be discharged or suspended or otherwise disciplined except for just cause.

Section 2: Other than in the case of probationary employees, any discipline or discharge may be appealed through the grievance procedure of this agreement.

Section 3: Written warnings shall remain a part of an employee's personnel record for eighteen (18) months from the date of the warning. However, if another written warning is received within the eighteen (18) month period, both warnings shall remain on the record for a period of eighteen (18) months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record. Written warnings will become null and void in keeping with the above, however, they will not be literally destroyed by the Town until official permission is received from the State Public Records Administrator.

Section 4: Former employees who have been dismissed or who resigned while charges were pending will not be rehired by the Town.

Article XXIII
Grievance Procedure

Section 1: The following terms are agreed to mean as stated below.

a. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union. "Town" shall mean the Town, an agent of the Town or a committee of the Town, at the Town's option.

b. "Days" are defined as working days (Monday through Friday) excluding Saturdays, Sundays and holidays.

c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

Section 2: The following time limits are established regarding grievances.

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- b. If an aggrieved person does not file a grievance in writing with the appropriate administrator within seven (7) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.
- d. Any time limits specified within this article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

Section 3: **Step One** - Immediate Supervisor. The aggrieved employee who wishes to pursue a grievance shall present the grievance in writing within seven (7) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance. The immediate supervisor, shall, within five (5) days after the receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant. A copy shall be sent to the Union representative designated on the grievance form. In the case where the immediate supervisor is a member of Local 760 Supervisor's Unit, the Step One grievance shall be immediately moved to the Step Two level, without prejudice. The direct supervisor of the employee shall be simultaneously provided with a copy of the grievance. The department head will hear the grievance and render a decision.

Section 4: **Step Two** - Department Head. If the grievant is not satisfied with the disposition of his/her grievance at Step One, he/she may, within five (5) days after receipt of the decision at Step One, file the grievance with his/her department head. The department head may, within five (5) days after receipt of the grievance, meet with the grievant, witnesses, and representatives of the Union for the purpose of resolving the grievance, and render his/her decision and the reasons for it in writing to the grievant and to the Union representative designated on the grievance form.

Section 5: Step Three - Town Manager. If the grievant is not satisfied with the disposition of his/her grievance at Step Two, s/he may, within five (5) days of receipt of the decision at Step Two, refer the grievance to the Town Manager. The Town Manager may, within ten (10) days after receipt of the grievance, meet with the grievant, witnesses and representatives of the Union for the purpose of resolving the grievance. Within ten (10) days after such meeting, the Town Manager will render his/her decision on the grievance in writing.

Section 6: Step Four - Arbitration. Within fifteen (15) days after receipt of the Town Manager's decision, the Union may submit the grievance to arbitration by so notifying the Town Manager and the American Arbitration Association in writing. Arbitration shall proceed in accordance with the rules of the American Arbitration Association.

a. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this agreement. S/he shall be bound by, and must comply with, all terms of this agreement.

b. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decisions shall be binding on all parties.

c. The costs of the arbitrator's fee shall be borne equally by both parties. It is understood that each party is responsible for its own costs for legal counsel, expert witnesses and other expenses.

d. No employee may proceed to Step Four on his/her own; only the Union may submit a grievance to arbitration.

Article XXIV Outside Employment

Section 1: An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager. Such outside employment shall be terminated if it is disadvantageous to the Town.

a. The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while s/he is engaged in outside employment or any occupational illness attributed thereto.

b. Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.

Article XXV
Health and Safety

Section 1: The Town and the Union recognize the importance of assuring a safe work environment. Employees have a responsibility to perform their duties so as to minimize injuries to themselves and co-workers. As soon as possible, the Town will make reasonable efforts to adjust those unsafe or unhealthy working conditions that are brought to its attention.

Section 2: Suitable warning devices will be made available to ensure the safety of employees that are potentially exposed to dangerous situations.

Section 3: Beginning January 1, 2007, all employees agree to mandatory participation in the Town's Employee Wellness Program. On an annual basis, each employee shall be required to complete a health risk assessment (HRA) and make a minimum of one follow-up call to a health coach. In addition, full-time employees are eligible to receive the resident rate and a \$75 per year discount for annual memberships at the Mansfield Community Center. Part-time employees are eligible to receive the resident rate and a \$35 per year discount for annual memberships at the Mansfield Community Center.

Article XXVI
Non-Discrimination

All provisions of this Agreement apply equally to all employees without discrimination on the basis of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation or disability. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step Three – Town Manager. However, in recognition of the employee's alternate remedies under state and federal law, no grievance alleging breach of this provision may be submitted to arbitration under Article XV (Grievance Procedure).

Article XXVII
No Lockout--No Strike

Section 1: The Town agrees that it will not lock out the employees covered by this agreement during its term.

Section 2: The Union and the employees expressly agree that there will be no strikes, slowdowns, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Town.

Section 3: Any or all employees participating in such strike or other prohibited activity described above in Section 2 shall be subject to disciplinary action by the Town up to and including discharge.

Article XXVIII **Workers' Compensation**

An employee who is disabled as the result of an on-the-job injury which is accepted as compensable under the Workers' Compensation Act shall be placed on injury leave. Injury leave is leave without pay, but with continuation of pension, medical and life insurance benefits and continuation of seniority. When an employee is on injury leave, wages will be paid as follows:

- a. In the case of injuries causing temporary disability which necessitate absences of three (3) days or less, the Town shall pay the employee's full gross base pay for that time, since payments are not made under workers' compensation insurance for such benefits.
- b. For periods in excess of three (3) days but not exceeding six (6) months, the Town shall supplement the payments of the insurance company so that the employee will receive full net pay during such absence.
- c. As part of the Town's Workers' Compensation coverage, the Town shall become a member of a preferred provider network for health care services as they relate to Workers' Compensation injuries. The Town will also utilize the services of a managed care program provided by the Town's Workers' Compensation insurance carrier.

Article XXIX **Complete Agreement**

It is understood and agreed that this agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual agreement in writing signed by the parties. The Town and the Union agree that each had a full opportunity to raise issues, and that all matters to be opportunity to raise issues, and that all matters to be included in this agreement have been presented, discussed and incorporated herein or rejected. Accordingly, it is agreed that for the life of this agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this agreement.

Article XXX
Severability Clause

In the event any sentence or provision of this Agreement is determined to be void and unenforceable by an authority of competent legal jurisdiction, that sentence or provision shall be severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect.

Article XXXI
Supervisor's Unit

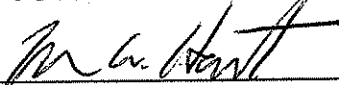
The Supervisor's Agreement is covered by the terms of this agreement. Exceptions are illustrated in ADDENDUM.

Article XXXII
Duration

This agreement shall be effective on signing and shall remain in full force and effect through and including June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the date and year above written.

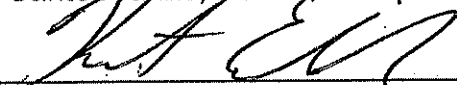
TOWN OF MANSFIELD



Matthew W. Hart, Town Manager

LOCAL 2001, CSEA, SEIU

Santo Franzo, Business Representative



Ken E. Such, Union President



Sherry Benoit, Member



Theresa Leon-Guerrero, Member



Sharon Glasson, Member

DATE: 1/8/07

Appendix A

POSITION AND SALARY RANGES FOR MEMBERS OF LOCAL 2001, CSEA, SEIU

<u>Position/Title</u>	<u>Pay Grade</u>	<u>FLSA</u> *
Assistant Animal Control Officer	10	NE
Library Assistant	10	NE
Receptionist	12	NE
Administrative Assistant	13	NE
Library Associate	13	NE
Assistant to the Assessor	14	NE
Finance Clerk	14	NE
Assistant to Collector of Revenue	15	NE
Assistant Town Clerk	15	NE
Recycling and Refuse Coordinator	15	NE
Member Services Coordinator	16	NE
Animal Control Officer	17	NE
Health and Fitness Specialist	17	NE
Payroll Administrator	17	NE
Administrative Service Manager	18	NE
Aquatic Coordinator	18	NE
Property Appraiser	18	NE
Director of Marketing and Special Events	19	E
Engineering Technician	19	NE
Recreation Coordinator	19	E
Aquatic Director	20	E
Clerk of the Works	20	E
Health and Fitness Director	20	E
Recreation Supervisor	20	E
Senior Services Social Worker	20	E
Social Worker	20	E
Clinical Social Worker	20	E
Zoning Enforcement Officer	22	NE
Project Engineer	23	E
Collector of Revenue	24	E
Senior Services Coordinator	24	E
Youth Services Coordinator	25	E
Town Assessor	26	E
Assistant Town Engineer	26	E

*Please note that FLSA designations are determined by State and Federal law, and are subject to change.

ADDENDUM
LOCAL 2001, CSEA, SEIU
SUPERVISORS

This agreement sets forth the terms and conditions of employment for the bargaining unit of supervisors of the Town of Mansfield (the "Town"), represented by Local 2001, CSEA, SEIU (the "Union"). For ease of reference, this agreement incorporates certain provisions of the collective bargaining agreement between the non-supervisory bargaining unit in which the supervisory positions were formerly placed. The reference to the collective bargaining agreement shall in no way be construed to imply that the two bargaining units are covered by the same contract or are otherwise combined. Subject to this understanding, the Town and the Union agree that the terms and conditions of employment for the supervisor's unit shall be the same as those set forth in the collective bargaining agreement between the Town and the Union for the non-supervisory employees, with the following exceptions:

Article I
Recognition

Section 1: The Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for supervisors who work twenty (20) hours or more per week in the positions of aquatic director, assistant town engineer, assessor, collector of revenue, health and fitness director, recreation supervisor, senior services coordinator and youth services coordinator.

Section 2: As used in this Agreement, these items are defined as follows:

- a. "Full-time position" means a position requiring the observance of normal working hours on a year-round basis.
- b. "Employee" means a full-time, permanent employee who has completed a probationary period.

Article II
Union Business

Section 2: When a grievance, arbitration or labor board hearing takes place during normal working hours, the Town shall release from duty without loss of pay, a maximum of two (2) employees from the bargaining unit. In the event that all the Local 760 officers are in the non-supervisory bargaining unit, the Town shall also release from duty without loss of pay one (1) such officer from that unit when the grievance, arbitration, or labor board proceeding takes place at the Town offices. Should the specific circumstances of the situation require more than three (3) employees, the Union shall request and obtain agreement from the Town, which shall not be unreasonably withheld.

Article XXIII
Grievance Procedure

Section 1: The following terms are agreed to mean as stated below:

- a. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union. "Town" shall mean the Town, an agent of the Town or a committee of the Town, at the Town's option.
- b. "Days" are defined as working days (Monday through Friday) excluding Saturdays, Sundays and holidays.
- c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

Section 2: The following time limits are established regarding a grievance:

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- b. If an aggrieved person does not file a grievance in writing with the appropriate administrator within seven (7) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.
- d. Any time limits specified within this article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

Section 3: **Step One - Department Head.** The aggrieved employee who wishes to pursue a grievance shall present the grievance in writing within seven (7) days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance. The department head shall, within five (5) days after the receipt of the written grievance, render his/her decision and the reason therefore in writing to the Grievant. A copy shall be sent to the Union representative designated in the grievance form.

Section 4: **Step Two - Town Manager.** If the Grievant is not satisfied with the disposition of his/her grievance at Step One, s/he may, within five (5) days of receipt of the decision at Step One, refer the grievance to the Town Manager. The Town Manager may, within ten (10) days after the receipt of the grievance, meet with the Grievant, witnesses and representatives of the Union for the purpose of resolving the

grievance. Within ten (10) days after such meeting, the Town Manager will render his/her decision on the grievance in writing.

Section 5: Step Three – Arbitration: Within fifteen (15) days after receipt of the Town Manager's decision, the Union may submit the grievance to arbitration by so notifying the Town Manager and the American Arbitration Association in writing. The arbitration shall proceed in accordance with the rules of the American Arbitration Association.

- a. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award, which amends, adds to, subtracts from, or eliminates any provision of this agreement. S/he shall be bound by, and must comply with, all terms of this agreement.
- b. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decisions shall be binding on all parties.
- c. The costs of the arbitrator's fee shall be borne equally by both parties. It is understood that each party is responsible for its own costs for legal counsel, expert witnesses and other expenses.
- d. No employee may proceed to Step Three on his/her own; only the Union may submit a grievance to arbitration.

Article XXVI Non-Discrimination

All provisions of this Agreement apply equally to all employees without discrimination on the basis of race, color, creed, religion, sex, age national origin, marital status, sexual orientation or disability. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step Three - Town Manager. However, in recognition of the employee's alternate remedies under state and federal law, no grievance alleging breach of this provision may be submitted to arbitration under Article XXI (Grievance Procedure).

Article XXXII
Duration

This agreement shall be effective on signing and shall remain in full force and effect through and including June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the date and year above written.

TOWN OF MANSFIELD



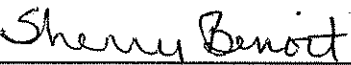
Matthew W. Hart, Town Manager

LOCAL 2001, CSEA, SEIU


Santo Franzo, Business Representative



Ken E. Such, Union President



Sherry Benoit, Member



Theresa Leon-Guerrero, Member



Sharon Glasson, Member

DATE: 1/8/07

Appendix A
Position & Salary Ranges for Supervisors

<u>Position Title</u>	<u>Pay Grade</u>	<u>FLSA</u> *
Aquatic Director	20	E
Health and Fitness Director	20	E
Recreation Supervisor	20	E
Collector of Revenue	24	E
Senior Services Coordinator	24	E
Youth Services Coordinator	25	E
Assistant Town Engineer	26	E
Town Assessor	26	E

*Please note that FLSA designations are determined by State and Federal law, and are subject to change.

BENEFIT	CENTURY PREFERRED 2416-137	BLUE CARE POS 2416-151
Costshares	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>\$ 5 office visit co-pay</p> <p>\$ 25 Emergency Room/\$ 25 Urgent Care Facility Deductible \$200/\$400/\$500</p> <p>Cost share Maximum \$ 1,000/\$2,000/\$2,500</p> <p>Lifetime Maximum In-Network - Unlimited</p> <p>Lifetime maximum out of network - Unlimited</p>	<p>In-Network services subject to co-pays Out-of-Network services subject to deductible and coinsurance</p> <p>\$ 20 PCP / \$ 25 Specialist</p> <p>\$ 175 Op Hsp / \$ 350 Inpat Hosp co-pay</p> <p>\$75 Emergency / \$ 50 Urgent Care Facility Deductible\$ 500/\$1,000 /\$1,500</p> <p>Cost Share Maximum \$ 2,500/\$ 5,000/\$7,500</p> <p>Lifetime Maximum In-Network -Unlimited</p> <p>Lifetime Maximum out of Network - \$ 1,000,000</p>
Preventive Care Pediatric	<p>Covered according to age-based schedule</p> <p>\$0 Copay</p> <p>Birth to 1 year - 6 exams</p> <p>1 through 6 years - 6 exams</p> <p>6 through 10 years - 1 exam every two years</p> <p>11 years through 21 years - 1 exam every year</p>	<p>Covered according to age-based schedule:</p> <p>\$ 0 co-pay</p> <p>Birth to 1 year - 6 exams</p> <p>1 year through 5 years - 6 exams</p> <p>6 years through 10 years - 1 exam every two years</p> <p>11 years through 21 years - 1 exam every year</p> <p>Not covered out of Network</p>
Adult	<p>Covered according to age-based schedule</p> <p>\$0 Co-pay</p> <p>22 through 29 one exam every 5 calendar years</p> <p>30 through 39 one exam every 3 calendar years</p> <p>40 through 49 one exam every 2 calendar years</p> <p>50 and over one exam per calendar year</p>	<p>Covered according to age-based schedule:</p> <p>\$ 0 Co-pay</p> <p>22 through 29 one exam every 5 years</p> <p>30 through 39 one exam every 3 years</p> <p>40 through 49 one exam every 2 years</p> <p>50 and over one exam per year</p> <p>Not covered out of Network</p>
Vision	<p>\$0 Co-pay one exam every two years (Frames & Lenses covered under vision rider)</p>	<p>\$ 0 Co-pay one exam every two years (Frames & Lenses covered under vision rider)</p> <p>Not covered out of Network</p>
Hearing	<p>\$ 0 Co-pay</p>	<p>\$ 0 Co-pay</p> <p>Not covered out of Network</p>
Gynecological	<p>\$ 0 Co-pay</p>	<p>\$ 0 Co-pay</p> <p>Not covered out of Network</p>

	Routine annual exam	Routine annual exam
Medical Services Medical Office Visit	\$ 5 office visit co-pay	Routine annual exam \$ 20 office visit co-pay PCP \$ 25 office visit co-pay Specialist
Outpatient PT/OT/Chiro/ Speech	Covered 50 combined visits per member per calendar year (subject to medical necessity)	\$ 25 office visit co-pay Unlimited Visits (subject to medical necessity)
Allergy Services	\$ 5 office visit co-pay No copay for injections	\$25 office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MH	50% limited to 40 visits per calendar year	\$ 25 office visit co-pay Limited to 40 visits per calendar year
Emergency Care Emergency Room	\$ 25 co-pay (waived if admitted)	\$ 75 co-pay (waived if admitted)

Urgent Care	\$ 25 co-pay Participating Facilities only.	\$ 50 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
Inpatient Hospital (General/Medical/Surgical/M (Semi-Private)	Note: All hospital admissions require pre-cert Covered	Note: All hospital admissions require pre-cert \$ 350 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	Covered	\$ 350 per admission co-pay
Substance Abuse/ Detox	Covered	\$ 350 per admission co-pay
Rehabilitative	Covered Covered up to 60 days per calendar year	\$ 350 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	Covered Covered up to 120 days	\$ 350 per admission co-pay up to 90 days per calendar year
Hospice	Covered Covered up to 60 days	\$ 350 per admission co-pay up to 60 days per calendar year
Outpatient Hospital Outpatient Surgery Facility Charges	Covered	\$ 175 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services		

Durable Medical Equipment	Covered (Limited to covered items only)	Covered (Limited to covered items only)
Prescription Drugs	\$ 5 Generic / \$ 15 Brand / \$ 25 Non listed Brand 1 co-pay mail - \$ 3,000 max add'l benefits subject to ded & coin (Oral contraceptives are covered)	Prosthetics limited to \$ 1,000 annual max \$ 5 Generic / \$ 15 Brand / \$ 25 Non listed Brand 2 co-pays mail - unlimited max (Oral contraceptives are covered)
Infertility	Unlimited Lifetime maximum (Limited to covered services only)	\$5,000 Lifetime maximum Phase I \$ 5 co-pay Phase II & III 50% (limited to covered services only)
Dependent age max	Unmarried dependent children to age 19 full time student to age 25	Unmarried dependent children to age 19 full time student to age 25

BENEFIT	CENTURY PREFERRED 2416-137	BLUE CARE POS 2416-151
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Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MH	50% limited to 40 visits per calendar year	\$ 25 office visit co-pay Limited to 40 visits per calendar year
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Outpatient Hospital Outpatient Surgery Facility Charges	Covered	\$ 175 per admission co-pay
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Pre-Admission Testing	Covered	Covered
Other Services		

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Infertility	Unlimited Lifetime maximum (Limited to covered services only)	\$5,000 Lifetime maximum Phase I \$ 5 co-pay Phase II & III 50% (limited to covered services only)
Dependent age max	Unmarried dependent children to age 19 full time student to age 25	Unmarried dependent children to age 19 full time student to age 25

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MEMORANDUM OF AGREEMENT

One-Year Extension to Collective Bargaining Agreement Expiring June 30, 2009

IT IS HEREBY STIPULATED, CONSENTED AND AGREED AS FOLLOWS:

This Agreement is made between the Town of Mansfield (the "Town") and CSEA, Local 2001 - Professional and Technical unit (the "Union") in full and final settlement of the 2009 contract negotiations for a successor contract.

- 1) Both parties agree that the collective bargaining agreement expiring June 30, 2009 shall be extended for a period of one year from July 1, 2009 through June 30, 2010 which shall remain in force until a subsequent successor contract is negotiated.
- 2) During the one-year contract extension, all provisions of the collective bargaining agreement shall remain unchanged with the following exceptions:

- a. There shall be no step increases awarded to employees for the Fiscal Year period from July 1, 2009 through June 30, 2010.

It is hereby agreed, acknowledged and understood that certain bargaining unit employees with anniversary dates nearing the end of the Fiscal Year 2008-2009 (June 30, 2009) may be awarded a step increase for the Fiscal Year ending June 30, 2009; but that, due to the evaluation process and the payroll process, such step increases awarded through June 30, 2009 if any may be paid retroactively during Fiscal Year 2009-2010.

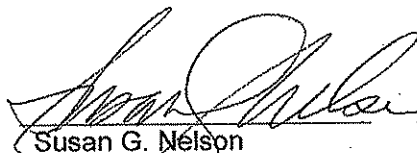
- b. There shall be no longevity payments made to eligible employees for the period of July 1, 2009 through June 30, 2010.
 - c. There shall be no general wage increase awarded or paid for the Fiscal Year period of July 1, 2009 through June 30, 2010.
- 3)
 - a. The parties agree that a primary objective of this agreement is to preserve the integrity of the workforce and to limit reductions in force.
 - b. The Town represents that it has notified the union and each employee whose hours are to be affected by budget cuts during the term of this Agreement, and intends no reductions in force within the bargaining unit beyond those announced by the Town to date.
 - c. Nothing herein shall be construed to prevent the Town from electing not to fill a vacancy.
 - d. In the event that the final Town budget deviates significantly from that proposed by the Town Manager upon which this agreement is based, and

the Town is considering any reduction in force as a result, the Town agrees to bargain in good faith with the Union over any such proposed reduction in force in order to consider alternatives including, but not limited to, furloughs, voluntary layoffs, retirements, flex time, alternative work week, etc.

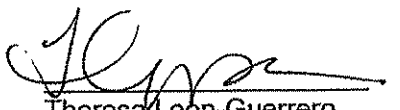
- 4) All provisions relating to health insurance shall remain unchanged.
- 5) In the event that intergovernmental revenues actually received by the Town from the State of Connecticut for the Fiscal Year 2009-2010 deviate from the amount upon which the Town Manager's budget is based in an amount equal to or greater than \$500,000, the parties agree to meet and collaboratively discuss whether any adjustment to this agreement is appropriate at that time. (For example, in the event of an increase in funds, adjustments to be discussed would be increases in wages, hours or benefits, and in the event of a decrease in funds, adjustments to be discussed would be reductions in force or in hours.)
- 6) The parties agree and acknowledge that this Agreement is subject to the ratification of both the Town and the Union. The negotiating committees for the Town and the Union further agree to support and recommend the ratification of this Agreement. Once ratified, the parties understand and agree that this Agreement fully and finally resolves the 2009 contract negotiations for a successor contract to the 2006-2009 collective bargaining agreement.


Matthew W. Hart
Town Manager

04/21/2009
Date


Susan G. Nelson
Counsel, CSEA/SEIU
Local 2001

4/21/09
Date


Theresa Leon-Guerrero
Union President

